

4/24/09 8:59:39  
BK 131 PG 499  
DE SOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

RECORD AND RETURN TO:  
CENTRAL PROPERTY SEARCH  
9 LAWN AVENUE SUITE 200  
NORRISTOWN, PA 19403

# 429632 R 610-630-9340

This Instrument Prepared By:  
Matthew W. Barnes, Esq.  
Baker, Donelson, Bearman,  
Caldwell & Berkowitz, PC  
420 20<sup>th</sup> Street North, Suite 1600  
Birmingham, Alabama 35203

Indexing Instructions:

SW ¼ Sec. 19, T3S, R7W, DeSoto County, MS

Cross Reference to:

Deed Book 71, Page 365

Return to:

~~Stewart Title Guaranty Company~~  
~~National Title Services~~  
~~1980 Post Oak Blvd, Suite 610~~  
~~Houston, TX 77056~~

Attn:

STATE OF MISSISSIPPI )

COUNTY OF DESOTO )

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO  
TOWER SITE LEASE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Memorandum") is entered into effective as of the 8<sup>th</sup> day of AUGUST, 2008, by and between **MARTHA D. OLIVER**, a(n) (un)married resident of the State of Mississippi ("**Lessor**"), and **CROWN CASTLE PT INC.**, a Delaware corporation ("**Lessee**").

**WITNESSETH:**

**WHEREAS**, Lessor entered into that certain Tower Site Lease Agreement dated November 29, 1995, (the "**Lease**") with PowerTel PCS Partners, L.P. ("**PowerTel Partners**"), as lessee, covering certain real property, together with an easement for ingress, egress, and utilities thereto, described in **Exhibit "A"** attached hereto (the "**Property**"), a memorandum of which was recorded in Deed Book 71, Page 365 in the office of the Chancery Clerk of DeSoto County, Mississippi (the "**MOL**");

**WHEREAS**, pursuant to that Assignment and Assumption of Contracts dated February 21, 1996, PowerTel Partners assigned all of its right, title, and interest in, to, and under the Lease to InterCel Memphis MTA, Inc. ("**InterCel**"), which assumed all of PowerTel Partners' rights, duties, and obligations with respect thereto;

**WHEREAS**, pursuant to that Assignment and Assumption Agreement dated March 8, 1999, Powertel/Memphis, Inc., a Delaware corporation formerly known as InterCel, assigned all

of its right, title and interest in, to and under the Lease to Powertel Memphis Towers, LLC, a Delaware limited liability company ("**Powertel Memphis**"), which assumed all of Powertel/Memphis, Inc.'s rights, duties, and obligations with respect thereto;

**WHEREAS**, pursuant to that Assignment and Assumption Agreement dated June 1, 1999, Powertel Memphis assigned all of its right, title and interest in, to and under the Lease to Lessee, which assumed all of Powertel Memphis's rights, duties, and obligations with respect thereto;

**WHEREAS**, the Lease has an original term (including all extension terms) that will terminate on April 21, 2021 (the "**Original Term**") and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below; and

**WHEREAS**, effective as of the date of this Memorandum, Lessor and Lessee have amended the Lease and desire to acknowledge, confirm and make record of the above-referenced amendment.

**NOW, THEREFORE**, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Lease, as amended by that First Amendment to Tower Site Lease Agreement dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT TO  
TOWER SITE LEASE AGREEMENT**

Lessor:	Martha D. Oliver, a(n) (un)married resident of the State of Mississippi, with a mailing address of 6672 Hunters Glen, Southaven, MS 38671.
Lessee:	Crown Castle PT Inc., a Delaware corporation, with its principal office c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Real Estate, Department, 2000 Corporate Drive, Canonsburg, PA 15317.
Property:	The real property leased by Lessor to Lessee, together with an easement for ingress, egress and utilities, is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning on April 22, 1996.
Expiration Date:	The first two extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on April 21, 2011.

Right to Extend or Renew:

Lessee has the right to extend/renew the Lease as follows: Ten (10) options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on April 21, 2051.

Option to Purchase:

No.

Right of First Refusal:

No.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by the First Amendment to Tower Site Lease Agreement of even date herewith, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease, as amended by the First Amendment to Tower Site Lease Agreement of even date herewith, as of the date hereof and acknowledge that there are no defaults under the Lease, as amended, or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to Tower Site Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Tower Site Lease Agreement on the day and year first written above.

**LESSOR:**

MAR Martha D. Oliver  
**MARTHA D. OLIVER**

STATE OF MISSISSIPPI )  
DeSoto COUNTY )

Personally appeared before me, the undersigned authority, in and for the said County and State, on this 5 day of August, 2008, within my jurisdiction, the within-named **MARTHA D. OLIVER**, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.



Melissa Tucker

Notary Public

My Commission Expires: 2-1-011

**LESSEE:**

**CROWN CASTLE PT INC.,**  
a Delaware corporation

By: *Sherri Fox Sacks*  
Name: Sherri Fox Sacks  
Its: Real Estate Transaction Manager

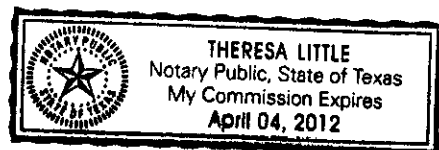
STATE OF TEXAS )

COUNTY OF HARRIS )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8<sup>th</sup> day of AUGUST, 2008, within my jurisdiction, the within-named SHERRI FOX SACKS, who acknowledged that (he)(she) is RET MANAGER of CROWN CASTLE PT INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Theresa Little*  
Notary Public  
My Commission Expires: 4-4-12

[NOTARIAL SEAL]



**EXHIBIT "A"**

The Property is described as follows:

**LEGAL DESCRIPTION - PROPOSED POWERTEL PCS TOWER COMPOUND LEASE AREA**

BEING A LEGAL DESCRIPTION OF A PROPOSED POWERTEL PCS TOWER COMPOUND LEASE AREA BEING PART OF THE H. CLYDE BREEDLOVE AND WIFE, BEATRICE R. BREEDLOVE PROPERTY RECORDED IN DEED RECORD NUMBER 42, PAGE 59 AT THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PROPERTY BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SW 1\4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 7 WEST DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 7 WEST AS SHOWN ON THE FINAL PLAT OF PINE OAK SUBDIVISION (PLAT BOOK 16 - PAGE 38); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST - 1305.60 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST - 553.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST - 380.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST - 330.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST - 380.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST - 330.00 FEET TO THE POINT OF BEGINNING CONTAINING 125,400 SQUARE FEET OR 2.879 ACRES MORE OR LESS.

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TOGETHER WITH THE FOLLOWING EASEMENT FOR INGRESS, EGRESS AND UTILITIES:

BEING A LEGAL DESCRIPTION OF A PROPOSED MUTUAL USE NON-EXCLUSIVE INGRESS/EGRESS EASEMENT ACROSS PART OF THE H. CLYDE BREEZLOVE AND WIFE, BEATRICE R. BREEZLOVE PROPERTY RECORDED IN DEED RECORD NUMBER 42, PAGE 59 AT THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PROPERTY SITUATED IN DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SW 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 7 WEST, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 7 WEST AS SHOWN ON THE FINAL PLAT OF PINE OAK SUBDIVISION (PLAT BOOK 16 - PAGE 38) THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST - 1305.60 FEET; THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS WEST - 833.02 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST - 28.99 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EASEMENT; THENCE SOUTH 71 DEGREES 00 MINUTES 20 SECONDS WEST - 870.80 FEET; THENCE NORTH 86 DEGREES 2' MINUTES 50 SECONDS WEST - 230.32 FEET; THENCE NORTH 93 DEGREES 09 MINUTES 31 SECONDS WEST - 74.33 FEET; THENCE NORTH 25 DEGREES 17 MINUTES 30 SECONDS WEST - 39.90 FEET; THENCE NORTH 76 DEGREES 43 MINUTES 13 SECONDS WEST - 60.94 FEET; THENCE SOUTH 66 DEGREES 51 MINUTES 38 SECONDS WEST - 94.46 FEET; THENCE SOUTH 44 DEGREES 51 MINUTES 37 SECONDS WEST - 286.90 FEET A FOUND IRON PIN AT THE NORTHEAST CORNER OF THE SYLVIA W. SKELTON AND HUSBAND, JAMES LOUIS SKELTON TRACT (WARRANTY DEED BOOK 93, PAGE 382); THENCE NORTH 89 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF SAID SKELTON PROPERTY 200.63 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SKELTON PROPERTY; THENCE SOUTH 0 DEGREES 00 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID SKELTON PROPERTY (PASSING A FOUND IRON PIN AT 208.60 FEET) 209.93 FEET TO THE NORTH LINE OF THE MAROLD L. HERL, ET UX PROPERTY (WARRANTY DEED BOOK 91, PAGE 145); THENCE NORTH 89 DEGREES 31 MINUTES 46 SECONDS ALONG THE SAID NORTH LINE OF THE HERL PROPERTY 150.76 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 51 (100 FOOT R.O.W.); THENCE NORTH 00 DEGREES 50 MINUTES 49 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 40.01 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 46 SECONDS EAST (LEAVING SAID LINE) 91.18 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 31 SECONDS WEST - 230.17 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 20 SECONDS EAST - 273.04 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 37 SECONDS EAST - 229.88 FEET; THENCE NORTH 86 DEGREES 51 MINUTES 37 SECONDS 229.88 FEET - THENCE NORTH 86 DEGREES 51 MINUTES 38 SECONDS EAST - 115.39 FEET; THENCE SOUTH 76 DEGREES 43 MINUTES 13 SECONDS EAST - 93.36 FEET; THENCE SOUTH 75 DEGREES 17 MINUTES 30 SECONDS EAST - 48.57 FEET; THENCE SOUTH 93 DEGREES 00 MINUTES 31 SECONDS EAST - 52.50 FEET; THENCE SOUTH 86 DEGREES 20 MINUTES 38 SECONDS EAST - 201.15 FEET; THENCE NORTH 71 DEGREES 00 MINUTES 29 SECONDS EAST - 678.56 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST - 42.30 FEET TO THE POINT OF BEGINNING, CONTAINING 89,824 SQUARE FEET OR 2.062 ACRES, MORE OR LESS.

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